



UNOFFICIAL COPY
NORTHWEST REAL ESTATE BOARD
REAL ESTATE SALE CONTRACT
(THIS FORM NOT TO BE USED FOR FHA/VA/HUD FINANCING)

Reg. # _____

95223083

Date of offer: 1-19-85

I/We offer to purchase the property known as:

2323

W. McLean

Chicago

IL

1000 N. Kildare

(Address)

(City)

(State)

(ZIP Code)

together with all improvements thereon and appurtenances thereto belonging, and the following items of personal property for which a Bill of Sale \$23.50 will be given at closing:

T#6666 TRAN 0039 04/03/95 15:59:00
 19637 L-G # 95-223083
 COOK COUNTY RECORDER

1. Purchase Price \$ 50,000

2. Earnest Money Deposit \$ 1,000.00 in the form of cash, check or in the form of a Promissory Note to be redeemed within _____ days after the date of acceptance, or a combination thereof, deposited with _____ to be increased to 10% of the purchase price. Said earnest money shall be returned and this contract shall be void if not accepted by Seller on or before _____. Earnest money shall be held in escrow account by _____ for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows: ALL IN CASH, CASHIER'S CHECK, CERTIFIED CHECK, CHECKS FROM LICENSED TITLE COMPANIES, OR ANY COMBINATION THEREOF.

4. Mortgage Contingency: This contract is contingent upon the Purchaser securing within _____ days of the acceptance hereof a written mortgage commitment (fixed rate, adjustable rate or _____) on the real estate herein in the amount of \$ _____ with interest at not more than _____ % per annum (plus private mortgage insurance, if applicable) to be amortized over _____ years, payable monthly, and loan origination and/or service charges not to exceed _____ % plus loan processing fees, if any. Purchaser shall make application for said mortgage commitment within five days of acceptance. If Purchaser does not obtain such commitment within said number of days, Seller and/or Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and such commitment may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Broker all requested credit information and sign customary papers relating to the application and securing of such commitment. If neither Purchaser, Seller nor Broker secured such commitment as provided above, this contract shall be null and void, and all earnest money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.

5. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), subject only to the following, if any: covenants, conditions and restrictions of record; public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; and subject only to real estate taxes not due and payable at the time of closing.

6. Seller represents and warrants that the existing lease(s), if any, shall be assigned to Purchaser at closing, none of which expire later than 1/1/88, and said existing lease(s) have no option to renew, cancel, or purchase (A copy of any written lease(s) is to be delivered to the Purchaser within seven days after the acceptance of this contract); the present monthly gross rental income is \$ 1,000.00. The Seller shall not enter into any new lease(s) nor shall the seller renew any current lease(s) after the date of acceptance and up and through the date of closing without the consent of the Purchaser.

7. The time of closing shall be on 2-28-85 or 10 days after notice that financing has been procured or on that date, if any, to which such time has been extended by reason of the terms and conditions hereafter becoming operative (whichever date is later). The closing shall take place at any of the following locations: at the office of the lender; or at the title company escrow closing office or location situated geographically nearest the property, if any; or as may be mutually agreed by the parties, provided title is shown to be good or is acceptable by Purchaser.

8. Seller is to vacate, surrender and deliver possession of these premises (occupied by Seller) to Purchaser on or before _____ days after closing. Seller shall pay Purchaser for _____ days in advance the sum of \$ 1,000.00 per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to Purchaser, or on a monthly basis, whichever is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. In addition, in the event Seller does not vacate as agreed, the Seller shall pay Purchaser 2% of the sales price or \$1,000.00, whichever is greater, which sum shall be held from the net proceeds of the sale by _____ on escrow or in form of receipt as liquidated damages.

Possession escrow shall not at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants. Possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the holder of the possession escrow provided above.

In this contract, the singular includes the plural.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND RIDERS # 206 ATTACHED HERETO, WHICH RIDERS ARE MADE A PART OF THIS CONTRACT.

PURCHASER W. McLeanPURCHASER W. McLeanPrint Name WILLIAM McLEAN

Print Name _____

Address 1952 W. Kildare

Accepted this _____ day of February, 1985. The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a Broker's commission in 1% in the amount as per listing agreement.

SELLER W. McLeanSELLER W. McLean

Print Name _____

Print Name _____

Address _____

FOR INFORMATION ONLY AND NOT PART OF CONTRACT

Listing Agent's Name _____

Selling Agent's Name _____

Company _____

Phone _____

Company _____

Phone _____

Seller's Attorney _____

Phone _____

Purchaser's Attorney _____

Phone _____

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the first time in the history of the country, the people of the United States have been compelled to go to war with their own government.

²⁴ The preface of the Uniform Vendor and Purchaser Risk Act of the State of Illinois, dated October 10, 1962, at 1.

1. All new forms of ownership, such as that of the corporation, have been established by the legislature at Title 14, and all the property of the corporation is subject to the same rules of taxation as other property.

the amount of the balance due on the account by giving the power of sale in payment thereof.

⁶ In addition to the evidence of the above analysis, we find that the Poynting's theorem is violated in the case of the EDF.

4. All notices option required and by written and at an address where the notice may be given to the WTB. Their address is as follows:

always at their business address. All notices of service of any kind may be given by registered mail, except as provided above or sufficient notice. Notices may also be served by personal delivery, by mail orgram, telegram, or by the use of any other method which will insure delivery of a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

Parties shall settle their final account of the services rendered by the Contractor in accordance with the terms and conditions of this Agreement. The parties shall settle the final account of the services rendered by the Contractor in accordance with the following procedure:

(a) The Contractor shall submit to the Client a bill of account for the services rendered by the Contractor, which bill of account shall include all claims and demands of the Contractor against the Client, including all such claims and demands as may be being disputed by both the Client and the Contractor.

The new funds obtained were to be used by my city, together with the money already received, for the following purposes: to complete the construction of the bridge over the river at Soller, and to pay the debts of the Soller port authority, which had been contracted by my brother, himself, principally, with the port authorities of Palma de Mallorca, for the construction of the port of Soller.

At the request of the author, the following addendum is being made to the original article. It concerns the results of a study of the effects of the use of a new type of anticoagulant, warfarin sodium, on the incidence of venous thromboembolism in patients with deep vein thrombosis.

10. The term "Clerical" includes any person who is engaged in clerical work, such as the keeping of accounts, books or papers, or the writing, reading, or interpreting of documents, manuscripts, or other material, or the making, drawing, and reading of charts, drawings, maps, plans, or designs, or the like.

9. Seller agrees to furnish to Purchaser an affidavit certifying that he has no knowledge of any encumbrance or claim against the property other than those set forth in the Deed.

130 - Right is reserved to either party to convert corrected legal documents, including contracts, into new or revised versions at any time during the period.

11. Purchaser and Seller hereby agree to make all due diligence and other efforts to comply with the requirements of one of the Real Estate Settlement Act of 1933, as amended.

(d) Seller shall pay the amount of any stamp tax imposed by state law, including county tax, on the instrument of sale and deed or a completed Real Estate Tax Declaration signed by the Seller to the State of Florida or to the appropriate taxing authority of the State of Florida, and county tax where applicable and shall furnish the Buyer with a copy of the instrument of sale and/or a copy of the completed Real Estate Tax Declaration with regard to a transfer or transaction, as well as the original instrument of sale and/or a copy of the completed Real Estate Tax Declaration, if any, that the transfer taxes are paid, or such portion of the Real Estate Tax Declaration as may be required to show the amount of any stamp tax imposed by local authorities hereon at the time of or before the day it imposes the tax upon the Seller, the same to be kept with the instrument as required by the state law, or other law, in effect at the time of or before the execution of the instrument.

Neither party may remove the property from the state of prior to the date of payment in full of all debts and liens or provide prompt notice to the other party in writing of the sale of the real estate in the same condition as it is at the time of the sale.

14. Purchaser shall make all arrangements if the premises are let at any time after the date of the Sale Contract, and shall pay all Rent and other sums due by the Purchaser.

17. TIME IS OF THE ESSENCE OF THIS CONTRACT.

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LEGAL DESCRIPTION

Lot 20 in Block 20 in Holstein, being a Subdivision in the West 1/2 of the North West 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 14-31-136-018-0000

Commonly Known As: 2323 W. McLean, Chicago, Illinois



Dan Wilmette Clark
21 N. Clark
- ac 2-8
Chicago, IL 60602

95223059

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